

REMARKS

In response to the Examiner's Action mailed on February 5, 2010, claims 1, 3, 8 to 11, 15 to 18, and 20 to 22 are amended, 27 to 50 are canceled. The applicant hereby respectfully requests that the patent application be reconsidered.

An item-by-item response to Examiner's objections or rejections is provided in the followings:

1. *Rejection of Claims Under 35 USC 103:*

The Examiner rejects claims 1-26 under 35 U.S.C. 103(a) as being unpatentable over Thomson et al. (US 2003/0061104, hereinafter Thomson) in view of an article by Sally Trelford.

In response to the rejections, claims 1, 3, 8 to 11, 15 to 18, and 20 to 22 are amended. The claims as now amended are different, novel and not obvious over Thomason in view of Trelford for the reasons provided below in response to the reasons of Examiner's rejections.

A paragraph by paragraph response to Examiner's statements, i.e., Examiner's Statements I to IV, for the most four important points of the invention are provided below:

Examiner's Statement-I

With respect to claims 1, 8, 15, 16, 23, 24-25, Thomson teaches a network system connected with an Online service provider (GSP) selling goods-or services to an Online customer through the network system (Figure 13). A networked server managed by an after-sales-service and customer care (ASCC) center connected through said network system to a customer's computer having an ASSC server **[FOR ALLOWING SAID CUSTOMER TO SELECT AND RECEIVE AN ELECTRONIC ASSC VOUCHER DEFINING AN ASSC PROGRAM AND REPRESENTING A VALUE CORRESPONDING TO A SELECTION AND PURCHASE OF SAID ASSC PROGRAM MADE BY SAID CUSTOMER RELATED TO SALES OF SAID**

GOODS-OR-SERVICES (Examiner's Point I-#1)] wherein said electronic ASCC vouchers are provided for transmitting over said network defining said ASCC program to [**SAID CUSTOMER TO CONTROL AND TRANSMIT SAID ELECTRONIC VOUCHER FOR PAYING FOR SAID ASCC PROGRAM BY USING SAID VALUE REPRESENTED BY SAID ASCC VOUCHER (Examiner's Point I-#2)]** (i.e. the user logs onto the warranty administrator's web site to purchase the warranty of the product purchased, [**THE CONDITIONS AND TERMS OF THE WARRANTY ARE TRANSMITTED TO THE CUSTOMER ELECTRONICALLY (Examiner's Point I-#3)]**) [0053 0054 0055 0057 0102 0109].

Cited Paragraphs [0053 0054 0055 0057 0102 0109] of Thompson-I:

[0053] The electronic warranty administrator then sends the purchaser a welcoming email that includes the warranty administrator's URL (which will enable the customer to access the warranty administrator's home page, as displayed in FIG. 17), plus login instructions and a password which will enable the customer to access their personalized home page (FIG. 3). The customer is also asked to verify the accuracy of the customer profile in possession of the electronic warranty administrator and to up-date or correct as needed. Accessing the warranty administrator's home page gives the user multiple options including learning more about 250 the warranty administrator, learn about the benefits of membership in the warranty service 252, and the ability of a member to login 254 and thereby be identified as a proper user of the service and further be identified to the warranty administrator as a customer, manufacturer, service provider or shipper (Relevant Descriptions underlined).

[0054] FIG. 2 illustrates in flow chart format a system for providing a consumer with warranty support and repair services on an integrated computer network. A plurality of customers (illustrated as 22a, 22b, 22c although in actual practice the number of consumers would number in the thousands or millions and could be distributed globally) access an electronic warranty administrator 24 through an integrated computer network 26, such as the internet. Typically, a customer 22a will communicate electronically with the warranty administrator by locating the electronic warranty administrator 24 through its URL using a conventional internet web browser such as Netscape Explorer (Netscape Communications Corporation, Mountain View, Calif.) or Microsoft Navigator (Microsoft

Corporation, Redmond, Wash.). Communication between the customer's computer and the electronic warranty administrator's computer is by a conventional communication format such as TCP/IP (transmission control protocol/internet protocol). **(Relevant Descriptions underlined)**

[0055] When properly identified to the electronic warranty administrator by means of an appropriate log-in and password sequence, the customer 22a receives access to a first database 28. The first database 28 contains a plurality of addressable personalized portions (A1, A2, A3 . . . L6, L7, L8). Each customer is associated with a specific personalized portion, for example, customer 22a may be associated with personalized portion G4. **The electronic warranty administrator 24 limits the customer's access to the first database 28 to that customer's personalized portion. (Relevant Descriptions underlined)**

[0057] Each customer's personalized portion contains sufficient data about that customer's purchases and warranty support of those purchases to enable the warranty support and repair services as described herein. **Each customer is provided with a personalized home page as illustrated in FIG. 3. The customer's personalized home page enables the customer 22a to interact with the electronic warranty administrator 24 as well as with the first database.** This page is preferably customizable, and will allow the customer to sort by various fields, e.g. locations of products 30, manufacturer 32, etc. One or more links provide the customer with access to additional information about the electronic warranty administrator and electronic connections to related web sites.

Information such as the manufacturer's model number 34, product serial number 36, and a description 38 of the product are provided. Additional information includes the original warranty term 16, countries covered by the warranty 18 and the warranty service level 40. Expiration is expressed as date, and optionally, time of day as well. **(Relevant Descriptions underlined)**

[0102] **Clients/customers 22 log on to the Internet and access their customized personal home page. This home page allows them to access warranty detail information and to process tasks for individual items.** These tasks could be related to getting product help, reporting the need for repair or tracking the progress of an item through the repair process. **(Relevant Descriptions underlined)**

[0109] **The service center then has an engineer 170 or other technically skilled person contact 172 the customer 154 and assist the customer in repair.** This

assistance may be electronic, by telephone or in person if required. **(Relevant Descriptions underlined)**

Applicant's Response-I:

- 1) **Response to Point -I-#1:** According to Thompson, a customer will communicate electronically with the warranty administrator (**Paragraph 54**) after successfully accessing the warranty administrator's home page and qualified as a proper user by signing on as a member (**Paragraph 53**). The electronic warranty administrator limits the customer access to the database assigned as a customer's personal portion(**Paragraph 53**). Each customer is provided with a personalized home page and the home page enables the customer to interact with the electronic warranty administrator and the database (**Paragraph 57**).

According to Thompson, the customer has never received an electronic voucher for transmitting to another person as a third party to carry out the after-sales service and customer care (ASCC) program. **A home page is not a voucher. Access to a personalized home page is not the same as receiving an electronic voucher.** Even a customer copy it or download the entire home page to customer's own computer, the customer is not able to send the home page to a service provider to provide services. The home page, set up with the supervision of the electronic warranty administrator, even when downloaded by the customer has no value. A downloaded home page cannot pay a service provider. Everything related to the services and repair of the product must happen on the home page linked to the home page of the electronic warranty administrator because all the services and repairs related to the sales of products or services must go through the "electronic warranty administer" (**Paragraph 102**) or the "service center" for additional technical assistance if required (**Paragraph 109**).

- 2) **Response to Point -I-#2:** According to Thompson, and the above discussions, since the customer cannot transmit the "personalize home page" to an ASCC service provide to perform the ASCC program. Conversely, the customer must logon to the home page linked to the home page of the electronic warranty administrator to order and execute the ASCC program. The

electronic warranty administrator has control over the warranty program and the customer of Thompson has no control and CANNOT transmit the ASCC voucher to ***CONTROL AND TRANSMIT SAID ELECTRONIC VOUCHER FOR PAYING FOR SAID ASCC PROGRAM BY USING SAID VALUE REPRESENTED BY SAID ASCC VOUCHER.***

- 3) Response to Point -I-#3: The Examiner points out that when a customer logs on to the personalized home page, ***THE CONDITIONS AND TERMS OF THE WARRANTY ARE TRANSMITTED TO THE CUSTOMER ELECTRONICALLY.*** However, according to Thompson, and the above discussions, the terms and condition of the warranty shown a personal computer of the customer is NOT a voucher. The terms and conditions are ONLY information. The personalized home page does not provide the customer to send these "terms and conditions" of warranty to an ASCC service program to carry out the ASCC program. The customer must long on to the home page and linked to the electronic warranty administrator to order and monitor the ASCC program provided to him/her on the personalized portion of the database. **(Paragraphs 57 and 102 of Thompson)**

Examiner's Statement-II

With respect to **the after-sales service and customer care provider selected by said customer**. Thompson on paragraph 0081 teaches the customer purchasing an after-sales services such as a warranty. **(Examiner's Point II-#1)**

Thompson doesn't specifically teach independent service providers selectable by the user **(Examiner's Point II-#2)**. **Trefold teaches individual receiving PERFORMANCE VOUCHERS** which allows the individuals to choose their own reward and allowing the individuals to select the service provider in which to redeem the services (see pages 2-3). ***[IT WOULD HAVE BEEN OBVIOUS TO A PERSON OF ORDINARY SKILL IN THE ART AT THE TIME OF APPLICANT'S INVENTION TO HAVE INCLUDED IN THE AFTER SALES SERVICES OF THOMSON THE TEACHINGS OF TREFOLD FOR ALLOWING THE CUSTOMER TO SELECT THE CARE PROVIDER OF THEIR CHOICE IN ORDER***

TO PROVIDE VERSATILITY (IN TREFOLD, PAGE 3, 4TH PARAGRAPH))].
(Examiner's Point II-#3)

Cited Paragraphs [0080, and 0081] of Thompson-I:

[0080] From the warranty administrator's portal, illustrated in FIG. 11, the warranty administrator may select new problems 114 to view newly submitted problems from customers. Typically, the problem report will be of a form similar to that illustrated in FIG. 6. Based on the type of problem, manufacturer and location of the customer, **the warranty administrator will select an appropriate service provider**. This selection may be done by computer, for example utilizing a logic program to determine the most economical repair center, to balance the number of service requests among multiple providers or as specified by a manufacturer. **Alternatively, a warranty administrator may manually select the service provider.**

[0081] **Once the service provider is selected, a service order is prepared and sent as a new service order 116 to the service provider. The warranty administrator can then monitor outstanding service problems 118, viewing information of the type displayed in FIG. 10 to identify service providers who are not meeting the specified repair requirements, such as time to repair or cost. Completed service orders 120 may be monitored to insure the product is shipped back to the proper customer** and also to enable follow-up such as in the form of customer satisfaction surveys, a promotion for the same or different products, or an affinity program award. **(Relevant Descriptions underlined)**

Cited TREFOLD, PAGE 3, 4TH PARAGRAPH -II:

He says: "One pattern that we have noticed among **long-term motivation scheme** customers is that the **choice and flexibility must keep expanding**. For instance, **companies which start by offering a single retail voucher may later need to offer a more versatile reward, such as Capital Bonds, which can be used at over 30,000 outlets.**" **(Relevant Descriptions underlined)**

Applicant's Response-II:

- 1) Response to Point -II-#1: According to Thompson, **the warranty administrator will select an appropriate service provider. Alternatively, a warranty administrator may manually select the service provider** (Paragraph 80). There is no ambiguity about this point in Thompson.

The Examiner seems to argue that "Thompson on paragraph 0081 teaches the customer purchasing an after-sales services such as a warranty" would also imply that the **after-sales service and customer care provider is selected by said customer** as that included in the Examiner's Statement. Such implication is totally opposite to the disclosures made by Thompson on Paragraphs 80 and 81. **Again, this invention is totally different from Thompson because the customer selects the after sales service provider by sending the electronic voucher to the service provider. According to Thompson, the customer does not have an electronic voucher and the customer does not select the service provider.**

- 2) Response to Point -II-#2: The Examiner makes a statement that "Thompson doesn't specifically teach independent service providers selectable by the user to Thompson". Actually, Thompson specifically teaches that the independent service providers are NOT SELECTABLE by the user. Thompson teaches that **the warranty administrator will select an appropriate service provider. Alternatively, a warranty administrator may manually select the service provider** (Paragraph 80). There is no ambiguity about this point in Thompson. This difference further differentiates the disclosures made by Thompson in contradictory to what are disclosed in this invention.
- 3) Response to Point -II-#3: The Examiner makes a statement that "**Trefold teaches individual receiving PERFORMANCE VOUCHERS** which allows the individuals to choose their own reward and allowing the individuals to select the service provider in which to redeem the services". Accordingly, the Examiner concludes that **IT WOULD BE OBVIOUS TO A PERSON OF ORDINARY SKILL IN THE ART AT THE TIME OF APPLICANT'S INVENTION TO HAVE INCLUDED IN THE AFTER SALES SERVICES OF THOMSON THE TEACHINGS OF TREFOLD FOR ALLOWING THE CUSTOMER TO SELECT THE CARE PROVIDER OF THEIR CHOICE IN ORDER TO PROVIDE VERSATILITY.**

The Applicant would like to respectfully disagree with such a conclusion for the following reasons:

- a) As discussed above, According to Thompson's disclosures, Thompson's customer never receives an electronic voucher and was specifically allowed to select the service provider. Even there are vouchers that allow an employee to make selection for receiving different kinds of award, the disclosures of Treflod would have no bearing on the disclosures of Thompson because the voucher is not there and the selection is not an option anyway.
- b) There is no motivation to change the way operated by Thompson because the main concern of Thompson's disclosures is to enable the online sellers of goods and services to maintain their customers that is different and opposite to the purpose of this invention to enable the customers to have greater and independent control the ASCC programs. Specifically, the Abstract of Thompson states: "The warranty administrator coordinates between the customer, the manufacturer and a service provider to provide warranty repairs. **UNLIKE CONVENTIONAL EXTENDED WARRANTIES OFFERED BY THIRD PARTIES, THE MANUFACTURER REMAINS IN THE REPAIR PROCESS AND THEREBY GAINS VALUABLE INFORMATION ABOUT THE LONG TERM SATISFACTION OF THE CUSTOMERS. THE WARRANTY ADMINISTRATOR ALSO PROVIDES THE MANUFACTURER WITH A MEANS TO CONTACT THE CUSTOMER ABOUT OTHER PRODUCTS, PRODUCT RECALLS AND AFFINITY PROGRAMS THEREBY PROMOTING BRAND LOYALTY.** (ABSTRCT of Thompson). Therefore, the disclosures of Thompson actually teach a way not to engage a third part service provider and would not allow customer's free selection of a third party in the repair and after sales service processes.
- c) The disclosures of Treflod is to motivate employee for improving job performance and employer-employee relationship. The voucher of Treflod is NOT related to any sales of product or services to a person who receives the voucher. Treflod's voucher is a reward voucher that allows an employee to select different types of rewards. Unlike this invention, Treflod's vouchers has no specific performance program, such as an ASCC program of this invention defined. Therefore, even if Thompson's disclosures allow a customer to select a third party service provider, Treflod's voucher would not motivate a person

of ordinary skill to issue a voucher to allow for carrying out an ASCC program because, that element, i.e., voucher to carry out a specific defined program, is not in Treflod's voucher.

- d) The Examiner states that "TEACHINGS OF TREFOLD FOR ALLOWING THE CUSTOMER TO SELECT THE CARE PROVIDER OF THEIR CHOICE IN ORDER TO PROVIDE VERSATILITY" is not true because of i) it conflicts with Thompson's purpose of not allowing a third party care provider (as that clearly stated in Thompson's ABSTRACT), ii) Treflod's voucher does not provide any information related to any after sales customer care program; and iii) Treflod's voucher provides "Versatility" for a voucher holder to buy good or receive service with wide varieties of choices, while the voucher of this invention is related to and only serves the function of carrying out the after sales customer care and service program. Vouchers of Treflod to provide versatility really does not have bearing to motivate a person of ordinary skill with a knowledge of Thompson to devise an invention as now disclosed in this invention.

Examiner's Statement-III

With respect to claims 2, 9, 17, the COMBINATION OF THOMSON AND TREFLOD TEACH RECEIVING AN ELECTRONIC VOUCHER FOR MAKING PAYMENT TO A CARE SERVICE PROVIDER, (Examiner's Point III-#1) Treflod teaches receiving performance vouchers which allows the individuals to choose their own reward and allowing the individuals to select the service provider in which to redeem the services (see pages 2-3). IT WOULD HAVE BEEN OBVIOUS TO A PERSON OF ORDINARY SKILL IN THE ART AT THE TIME OF APPLICANT'S INVENTION TO HAVE INCLUDED THE TEACHINGS OF TREFLOD OF ALLOWING THE CUSTOMER TO TRANSMIT THE PERFORMANCE VOUCHER (ELECTRONIC VOUCHER) AS PAYMENTS OR REWARDS FOR THE SERVICE RECEIVED IN ORDER TO COMPENSATE THE SERVICE PROVIDERS OF THEIR CHOICE. (Examiner's Point III-#2) With respect to providing the vouchers over the network as a computer file. OFFICIAL NOTICE IS

TAKEN THAT IT IS OLD AND WELL KNOWN TO PROVIDE DATA AS COMPUTER FILE OVER THE NETWORK IN ORDER TO PROVIDE CONVENIENCE. IT WOULD HAVE BEEN OBVIOUS IN THE COMBINATION OF THOMPSON AND TREFOLD TO HAVE INCLUDED PROVIDING THE VOUCHERS AS A COMPUTER FILE OVER THE NETWORK IN ORDER TO PROVIDE CONVENIENCE IN MANAGING AND TRANSMITTING THE PERFORMANCE VOUCHERS. (Examiner's Point III-#3)

Applicant's Response-III:

- 1) Response to Point -III-#1: According to Thompson, the warranty administrator will select an appropriate service provider. Alternatively, a warranty administrator may manually select the service provider (Paragraph 80). There is no ambiguity about this point in Thompson. Thompson's customer never receives an electronic voucher (only logging on to a personalized home page). Thompson's customer never selects and is never required to pay for a third party's service (ABSTRACT of Thompson). Therefore, a combination of Thompson and Treflod would not teach a customer receives an electronic voucher to pay to the ASCC service provider for performing the ASCC program of this invention.
- 2) Response to Point -III-#2: As discussed above, Treflod never discloses a voucher that discloses any specific program and is not related to sales of good and services, while Thompson's disclosures specifically teach the manufacturer remain in the business of repair and not allowing the customer to select a third party service provider. Therefore, a combination of Treflod and Thompson would not teach the transmission of an electronic voucher for payment or reward an ASCC service provider of performance of ASCC program.
- 3) Response to Point -III-#3 The Examiner take an Official Notice that "transfer of a computer file over the network" is old technology and well known. However, the point is not the technology. The main point is that the customer has the file and contained the voucher so that the customer has control and selection to choose and reward an ASCC service provider selected and satisfied by the customer. The main points of the invention are to provide

control and independence to the customer not to claim the technology of transfer of the file over the network. The fact that the customer has a file that has a value for payment enables the customer to be in the "driver's seat" to drive and control the whole after sales customer care and service (ASCC) program. The major essence of this invention is therefore totally contradictory to the disclosures of Thompson. Therefore, the point that the "the transfer of a computer file over the network" is an old technology is irrelevant in the context of this invention.

Examiner's Statement-IV

With respect to claims 4-5, 11-12, ***[THOMSON FURTHER TEACHES TRANSMITTING SAID ASCC VOUCHER FROM SAID ONLINE CUSTOMER (Examiner's Point IV-#1) AND PROVIDING DIRECT CONTACT BETWEEN THE ONLINE CUSTOMER AND ASCC PROVIDER] (Examiner's Point IV-#2)*** to enable to arrange for said ASCC program [0102][0109].

Cited Paragraphs [0102, and 0109] of Thompson-IV:

[0102] **Clients/customers 22 log on to the Internet and access their customized personal home page. This home page allows them to access warranty detail information and to process tasks for individual items.** These tasks could be related to getting product help, reporting the need for repair or tracking the progress of an item through the repair process. **(Relevant parts emphasized)**

[0109] **The service center then has an engineer 170 or other technically skilled person contact 172 the customer 154 and assist the customer in repair.** This assistance may be electronic, by telephone or in person if required. **(Relevant parts emphasized)**

Applicant's Response-IV:

Response to Point -IV-#1: A brief review of the above two cited paragraphs of Thompson, there is **NO MENTIONING** of **“transmitting the ASCC voucher from the customer to the ASCC service provider”** Actually, as will be further discussed below, Thompson’s disclosures discourage communication with a third party service provider. Furthermore, the Applicant would like to respectfully disagree with the Examiner that “personalized home page of a customer”, is NOT an electronic voucher. A customer can download the home page, but the home page itself cannot function unless linked to the home page of the electronic warranty administrator operates on behalf of the seller or the manufacturer.

Response to Point -IV-#2: Thompson’s disclosures does not teach transmitting the ASCC voucher from the customer for providing direct contact between the customer and the ASCC provider. The engineer in the service center is NOT selected by the customer. The service center is part of the original seller or the manufacturer and such person does not receive voucher for payment for service. Instead the engineer in the Service Center is an employee of the original seller or the manufacturer and the teachings of Thompson does not provide a direct communication between the customer and a third party ASCC service provider as further clarify in paragraph [0016] of Thompson as copied below:

Thompson’s teachings disclose a process for the manufacturer to remain involved with the warranty repair process, therefore, Thompson’s disclosures do not teach a voucher transmitted from a customer to a third party service provider according the paragraph:

[0016] Accordingly, it is an object of the invention to provide **an electronic warranty administration system that interfaces between customers and sellers and/or manufacturers.** It is a feature of the invention that the warranty administrator is accessible via a single Internet URL. It is a further feature that the warranty administrator supports multiple brands and multiple manufactures. It is a further feature that a comprehensive household warranty can be provided. Still further features of the invention are that **THE MANUFACTURER REMAINS INVOLVED WITH THE WARRANTY REPAIR PROCESS** and the manufacturer, rather than a third party, sells extended warranties.

One Major Reason for Not Obvious Over Thompson in View of Treflod:

The object of Thompson's invention according to the ABSTRACT and Paragraph [0016] is that **the original seller or the manufacturer remains involved with the warranty process by setting up an electronic warranty administration system to interface between the customer and the seller and/or manufacturer.** The customer is therefore NOT provided with a flexibility to select the ASCC service provider by sending an electronic voucher to an ASCC service provider selected by the customer. The flexibility of selection is prevented by a restricted interface through the electronic warranty administrator between the customer and the seller and/or manufacturer.

The Applicant would therefore respectfully request that the Examiner would consider the most basic purpose of Thompson as disclosed in the ABSTRACT and the Paragraph [0016]. For this reason, an electronic voucher as that disclosed in this invention to allow for customer's selection of the ASCC provider as a third party involved in the ASCC program is totally against the basic purpose of the teachings of Thompson. For this very reason, the disclosures of this invention would not be obvious over Thompson over Treflod.

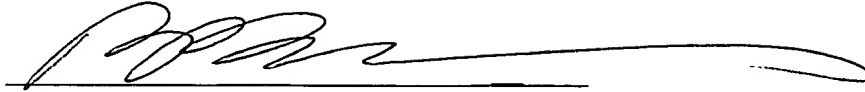
For the above reasons, the amended claims 1 to 22 and the dependent claims are non-obvious in view of the cited prior art references including Thompson and Treflod.

With the amended claims and the reasons provided above, the applicant hereby respectfully requests that Examiner's objections and rejections under 35 USC § 103 be withdrawn and the present application be allowed.

Respectfully submitted,

Bo-In Lin.

By

A handwritten signature in black ink, appearing to be 'Bo-In Lin', written over a horizontal line.

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